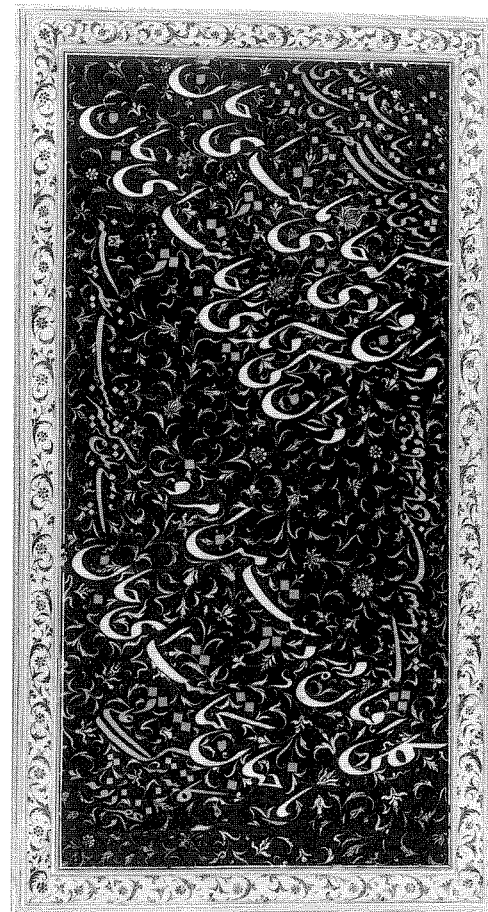


89

89
A Mughal prince in the zenana, holding hands with his lady while others wait and provide music, Provincial Mughal (Kashmir?), seventeenth century; on the reverse a page of découpé calligraphy by Turk Ali and Haji Abdallah Miyankali, Kashmir, dated A.H.1056/A.D.1646-7

album leaf with outer border of flowers in gold on a pink ground, border defective, the découpé calligraphy in two shades of pink on a black ground decorated with gold floral arabesques, card mount, miniature 207 by 130mm., calligraphy 282 by 135mm., leaf trimmed to 360 by 230mm.

The calligrapher Turk Ali has signed himself as working in Kashmir, where Mughal artists and calligraphers are known to have been resident. The second signature is of Haji Abdallah Miyankali, who would have cut out the calligraphy and composed the page in its final form. In all likelihood the whole album page, including the miniature, originated in Kashmir. A miniature by Muhammad Nadir Samarqandi (who records himself as working in Kashmir, see lot 82 of this sale) is mounted on an album leaf of very similar design to this page (T.Falk and M.Archer, *Indian Miniatures in the India*



89 (reverse)

Office Library, London, 1981, no.90), suggesting that both were from albums commissioned in Kashmir, possibly for the Mughal governor Zafar Khan. For an account of Mughal artistic activity in Kashmir see L.Y.Leach, 'Painting in Kashmir from 1600 to 1650', *Facets of Indian Art*, London, 1986, 124-131.

£1,200-1,800

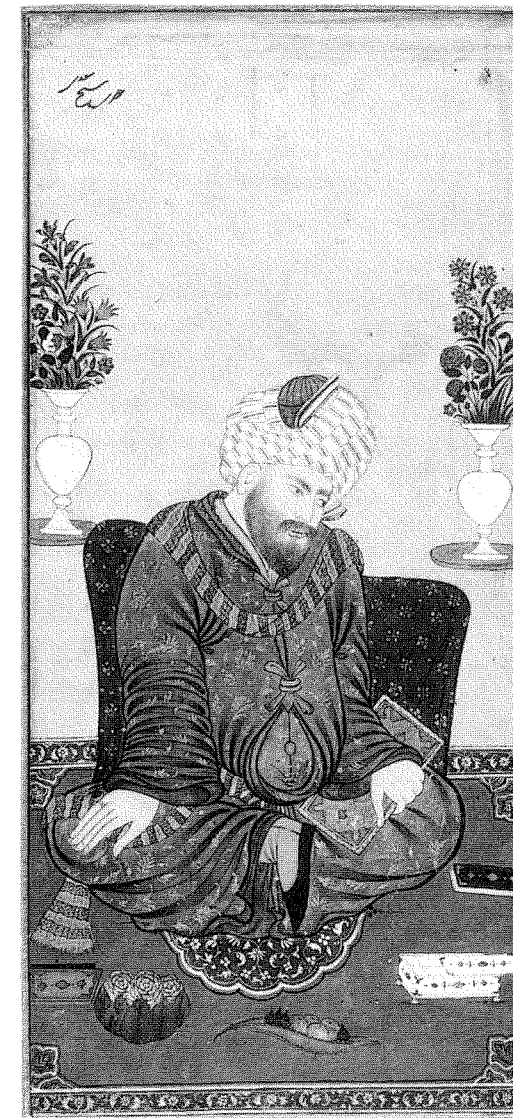
90

The poet Sa'di seated with books and pen-case, two vases of flowers behind him. Deccan, second half of seventeenth century

gouache with gold, identified in Persian as Hazrat Shaykh Sa'di, gold-decorated borders, card mount, 205 by 92mm.

Although the characteristics of this unusual portrait do not easily match a recognised Deccani style, they suggest the hand of a Persian-trained artist who may well have been working in the Deccan. A portrait with similarly mixed characteristics, though thought to be of earlier date, is in the Jehangir Collection, published by M.Zebrowski, *Deccani Painting*, London, 1983, fig.14.

£1,000-1,500



90

91

Portrait of a young Mughal nobleman standing amidst flowers, dressed in white with shield and sword. Mughal, late seventeenth century

gouache with gold, mounted with an early 19th century Mughal floral border, 204 by 135mm., page 307 by 200mm.

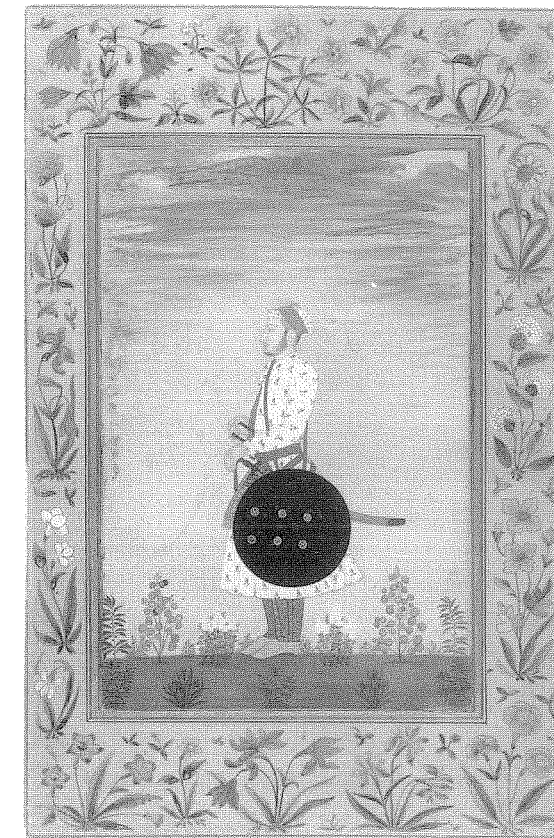
£1,000-1,500

92

Portrait of Mir Hidayatullah standing in a landscape, Mughal, eighteenth century

gouache with gold on paper, laid down on an album page with gold-sprinkled orange borders, inscribed on reverse 'shabieh Mir Hidayatullah....', miniature 228 by 139mm., page 414 by 275mm.

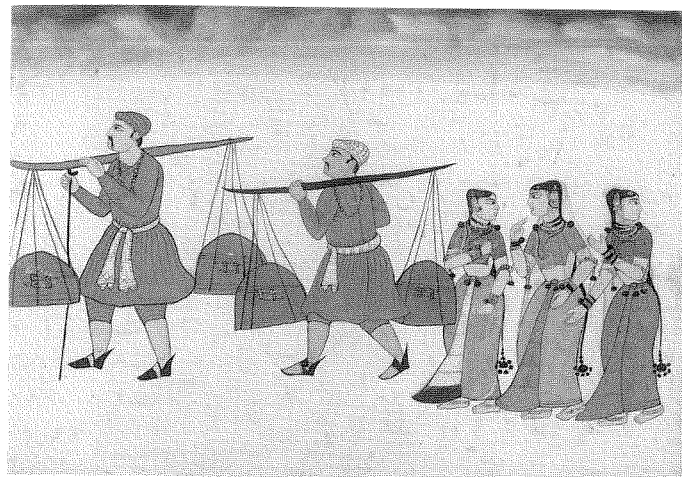
£1,000-1,500



91



92



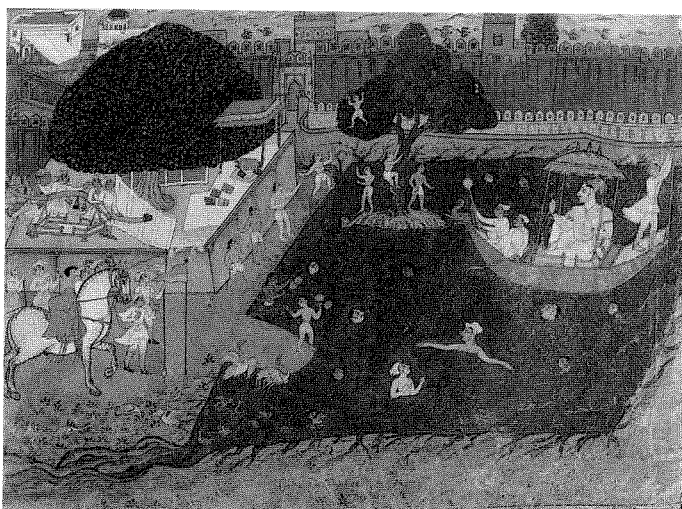
93

93
An illustration to the *Bhagavata Purana*: two porters carrying boxes of goods on yokes, followed by three girls. Bikaner, c.1620

gouache with gold, applied border of pink paper (defective), card mount, 170 by 240mm., page 245 by 298mm.

From a large series of illustrations to the *Bhagavata Purana* much of which was formerly in the Bikaner royal collection. Because of this association the series has been attributed to Bikaner, and as such is regarded as one of the precursors of the mature Bikaner style of the 17th century. Whether or not the true place of production was Bikaner, the series remains a fine instance of the Mughal style as practiced in Rajasthan, now sometimes referred to as 'Popular Mughal'. For published examples see H.Goetz, *The Art and Architecture of Bikaner State*, Oxford, 1950, fig.91; P.Pal, *The Classical Tradition in Rajput Painting*, New York, 1978, no.4; D.J.Ehnbom, *Indian Miniatures. The Ehrenfeld Collection*, San Francisco, 1985, no.17; sale in our New York rooms, 28 October 1991, lot 14.

£1,000-1,500

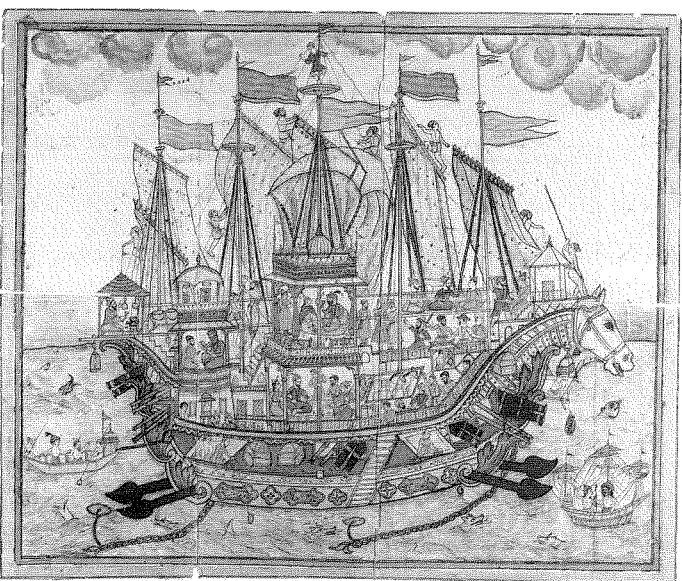


94

94
A prince riding in a boat on a tank where people bathe, courtiers waiting on the other side with his horse and palanquin, the walls of a fort across the far side. Bikaner, second half of seventeenth century

paper slightly creased, later red border, formerly in the Bikaner Collection with Hindi inspection note dated 1751/A.D.1694, card mount, 205 by 277mm.

£1,000-1,500



95

95
A five-masted sailing ship with horse-headed prow and many cannon, carrying a prince and his entourage including horses and an astrologer. Gujarat, c.1700

coloured drawing on paper, split along fold marks, orange and pink borders, backed with cotton, 460 by 550mm.

Though this ship is of essentially Portuguese design it may represent the manner in which Indian noblemen would leave Gujarat ports on pilgrimage to Mecca.

£1,000-1,500

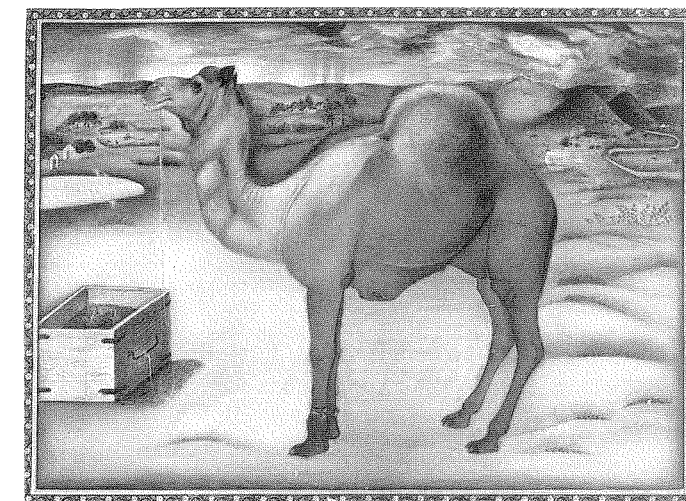


96

96
Prince Andar Singh riding a stallion across a landscape in the company of courtiers and musicians and a hound which catches a buck. Kishangarh, c.1760

gold-sprinkled blue and pink borders, tears in borders, identified on reverse in Persian and Hindi, also with a rupee value, card mount, 205 by 290mm.

£1,000-1,500



97

97
A camel standing alone in a landscape tethered to his feeding box. Rajasthan, perhaps Jaipur, first half of nineteenth century

floral and pink borders, card mount, 215 by 300mm.

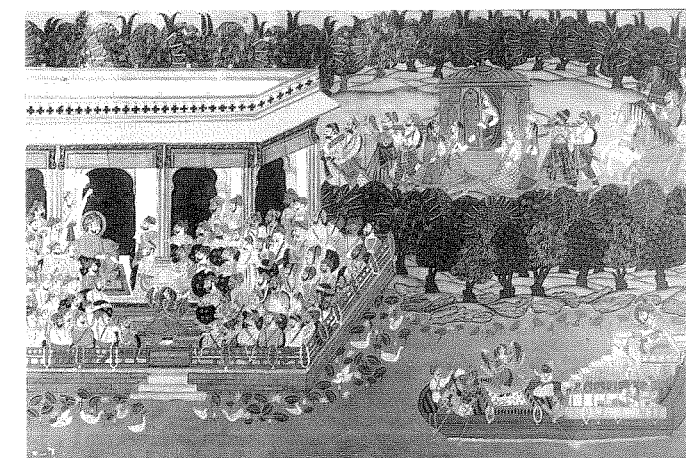
£1,000-1,500

98
Maharaja Ram Singh of Kotah (reigned 1827-1865) seated with courtiers at a lakeside pavilion, awaiting the arrival of his rani who approaches by palanquin, they are also seen riding together on a royal barge on the lake, Kotah, second half of nineteenth century

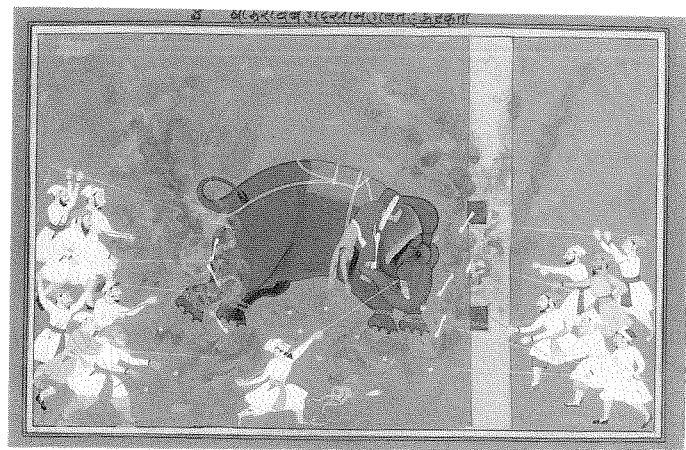
gouache on paper, slight flaking and one small hole in painted surface, red border, 625 by 935mm., including border 710 by 1015mm.

Another Kotah painting of comparable size and date, also depicting Maharaja Ram Singh, was sold in our New York rooms, 5th December 1992, lot 157.

£1,500-2,000



98



99

99
The elephant Rao Bahadur Shah running out of control and throwing his mahout, numerous men on foot trying to distract the elephant with fireworks and lances. Mewar (Udaipur), c.1730

yellow and red borders, numbered 4 with identifying inscription at top in Hindi, framed, 215 by 340mm.

The numbering of the picture suggests it is from a series, perhaps illustrating successive scenes of the incident. Another Sangram Singh period picture where the death of a mahout is recorded successively on a single sheet was in the collection of the British Rail Pension Fund, sold in these rooms 26th April, 1994, lot 33.

£1,000-1,500



100

100
A lady on a white horse galloping across a yellow hillside, hunting deer with a bow and arrows. Jammu, c.1740

gouache with gold, black and white rules, red border trimmed, 148 by 231mm.

£1,000-1,500

101†
Radha turning away from Krishna who sits alone in a grove of trees, his yellow sash left strewn on the terrace near Radha. Basohli, c.1765

gouache with gold, slight flaking, applied pink-flecked border, 188 by 257mm., page 245 by 312mm.

In the absence of text it is not possible to determine whether this once belonged to a series. Though of different dimensions, the painting matches in style the great 'fifth' Basohli *Bhagavata Purana* of c.1760-65 (W.G.Archer, *Indian Paintings from the Punjab Hills*, London, 1973, vol.I, pp.49-51, vol.II, pp.36-39).

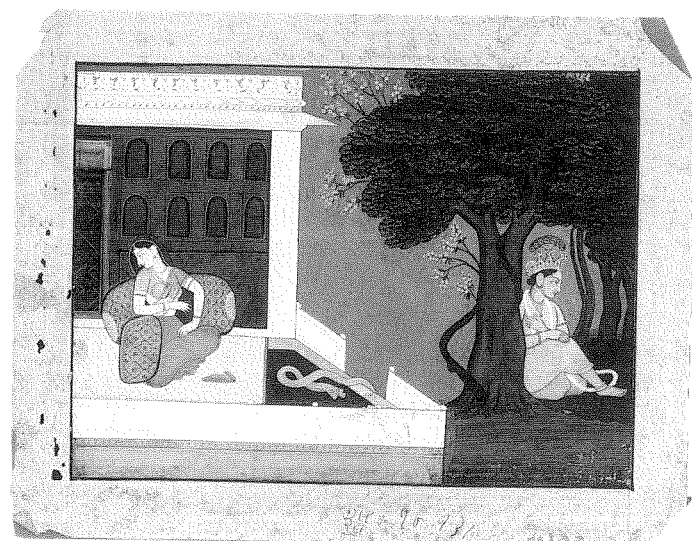
£1,200-1,800

102
A prince of Bijapur kneeling against a bolster with his sword beside him, with radiant halo. Bijapur, c.1660

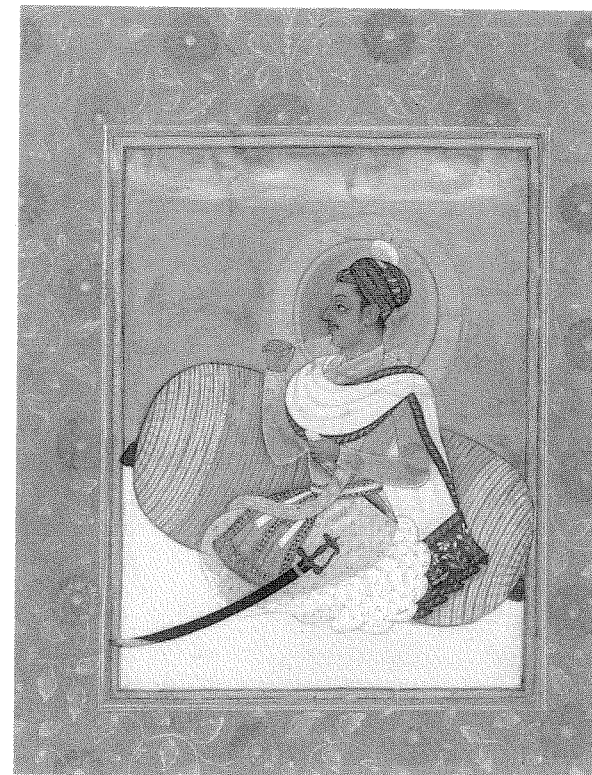
gouache with gold, some repair, on an album leaf with floral border in gold and silver, identified in Persian and Hindi as Malik Anbar and in Hindi as Tana Shah, nasta'liq calligraphy on reverse, card mount, 150 by 115mm., leaf 363 by 230mm.

£1,000-1,500

(See illustration on page 93)



101



102

103
Saindhuri Ragini: three girls on a river bank and three others bathing in the river on up-turned water pots, a line of trees beyond. Bilaspur, mid-eighteenth century

gouache with gold, red border with identification at top in white takri, card mount, 210 by 153mm., page 260 by 203mm.

From a series which relates in style and date to other Bilaspur *ragamala* series of the mid-18th century, e.g. W.G.Archer, *Indian Paintings from the Punjab Hills*, London, 1973, II, 179-180, nos.31-32. Others of this series have been sold in these rooms, 24 April 1996, lot 74, our New York rooms, 6 October 1990, lot 121, and Christie's, London, 24 April 1990, lot 80.

£1,000-1,500

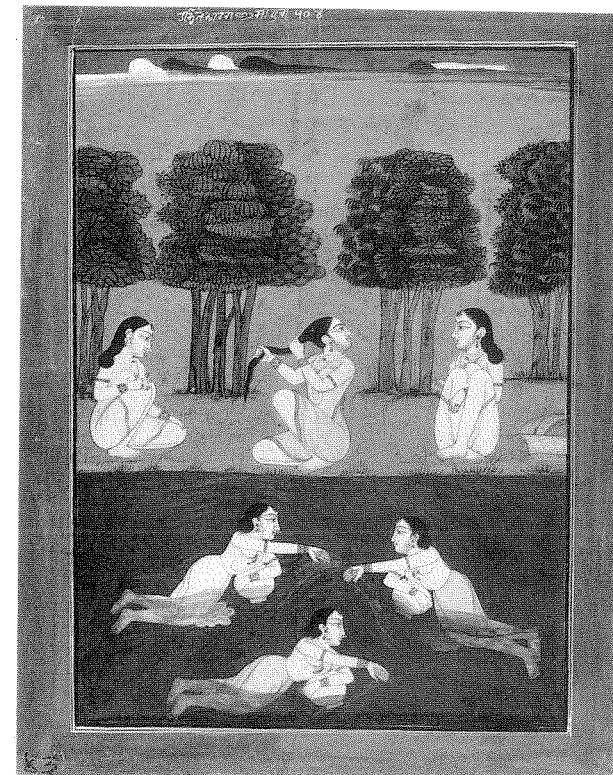
104
A lady shading a lamp with her veil as she approaches a doorway at night. Guler, c.1760

gouache with gold, applied border of plain paper, 202 by 118mm.

Previously sold at Christie's, London, 19 June 1968, lot 48.

The simplicity of this scene is representative of a genre of pictures painted at Guler during the second half of the eighteenth century. For comparison see W.G.Archer, *Indian Paintings from the Punjab Hills*, London, 1973, Guler no.40, and F.S.Aijazuddin, *Pahari Painting and Sikh Portraits*, London, 1977, Guler nos.31-36.

£1,000-1,500



103



104

FIVE KANGRA ILLUSTRATIONS TO THE RASIKAPRIYA OF KESHAV DAS

The following four paintings and lot 110 are from a large and significant series of illustrations to the *Rasikapriya* by the sixteenth-century poet Keshav Das. The text analyses the nature of romance by referring to situations involving Radha and Krishna, who therefore figure in most of the illustrations. The series was painted at Kangra, circa 1820-1825, in oval format with distinctive floral spandrels. The Kangra *Rasikapriya* is described and discussed by W.G.Archer, *Indian Paintings from the Punjab Hills*, London, 1973, vol.I, pp.305-307, vol.II, pp.228-230, where the fourteen pages in the collection of the Victoria and Albert Museum are described. Other pages have been sold in our New York rooms 4 June 1994, lot 164 and 27 March 1991, lot 68 where references to other pages are given.

105†
Radha and Krishna seated on a bed in conversation, Krishna making a persuasive hand-gesture, two girls talking beyond the terrace wall. Kangra, c.1820-25

gouache with gold, oval with floral spandrels, yellow inner borders, flecked pink border with inscription at top, 5 lines of text on reverse in nagari, 255 by 170mm., page 332 by 242mm.

£3,000-4,000

106†
Two girls crossing a terrace by a bed of poppies, holding hands as they go, watched from a window by Krishna. Kangra, c.1820-25

gouache with gold, oval with floral spandrels, yellow inner borders, flecked pink border with inscription at top, small surface losses to outer border, 8 lines of text on reverse in nagari, 260 by 175mm., page 332 by 242mm.

£3,000-4,000

107†
Krishna standing thoughtfully on a terrace with his gold staff under his arm, two figures of Krishna at separate windows above. Kangra, c.1820-25

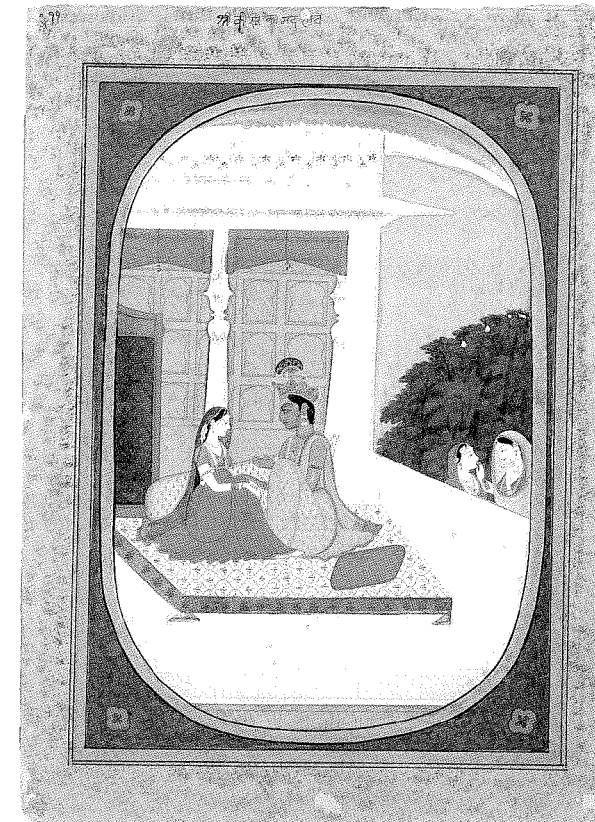
gouache with gold, oval with floral spandrels, slight flaking of white pigment, yellow inner borders, flecked pink border with inscription at top, 5 lines of text on reverse in nagari, 248 by 171mm., page 332 by 242mm.

£3,000-4,000

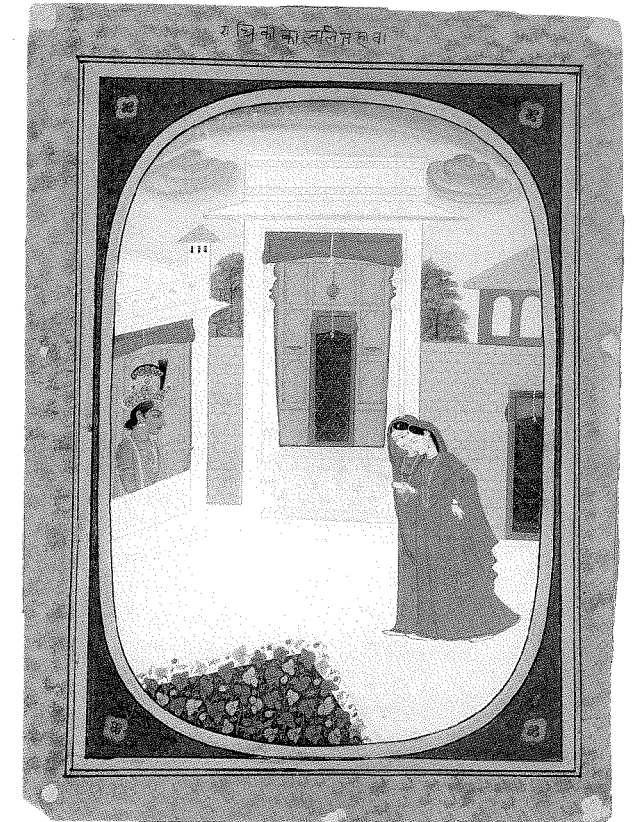
108†
Radha in disconsolate mood, seated beneath a canopy while a confidante attempts to reason with her. Kangra, c.1820-25

gouache with gold, oval with floral spandrels, yellow inner borders, flecked pink border with inscription at top, surface loss to borders, 6 lines of text on reverse in nagari, 251 by 168mm., page 332 by 242mm.

£3,000-4,000



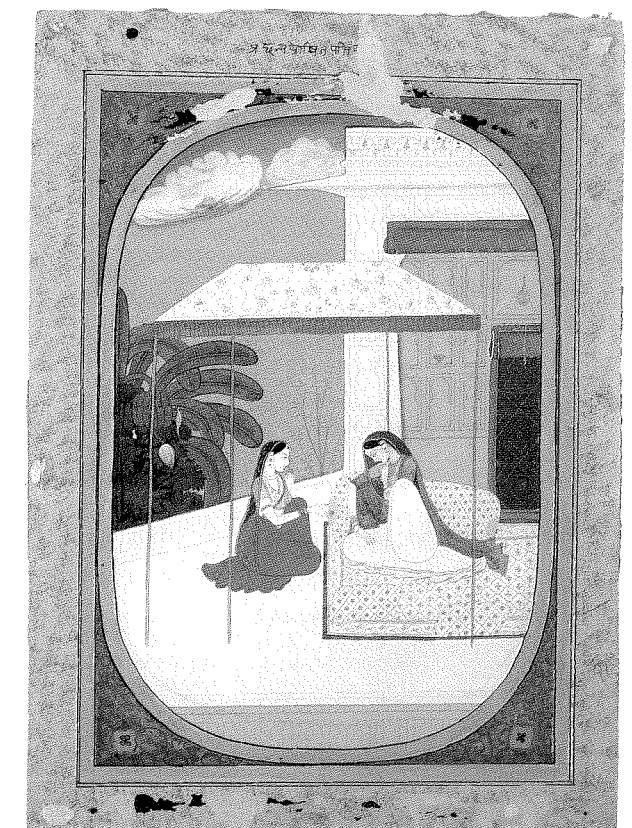
105



106



107



108



109

109†
Rama honoured by his father, the ageing King Dasaratha of Ayodhya, who presents him with a garland, Rama's three half-brothers Lakshmana, Bharata and Satrughna, seated near him, Rama's mother Kausalya and other ladies present including one who holds Rama's bow and arrows. Kangra or Chamba, late eighteenth century

gouache with gold, inner dark blue border with floral arabesque in gold, applied outer pink-sprinkled margin trimmed, mounted on card, 160 by 252mm., page 184 by 275mm.

An illustration from the *Ramayana* painted in smaller format than the Kangra *Ramayana* of c.1775-80 and in a style closer to the *Usha-Aniruddha* series from the Bhuri Singh Museum, Chamba (W.G.Archer, *Indian Paintings from the Punjab Hills*, London, 1973, I, p.87, and II, no.38; B.Goswamy and E.Fischer, *Pahari Masters*, Zurich, 1992, no.146). Comparable *Ramayana* pages have not been traced, suggesting this illustration may be from an incomplete or mostly lost series.

£3,000-5,000

110†
Radha is reasoned with by an older lady and a girl as she sits on a bed in a small pavilion with pale yellow blind. Kangra, c.1820-25

gouache with gold, oval with floral spandrels, yellow inner borders, flecked pink border with inscription at top, black paper offset onto borders, 6 lines of text on reverse in nagari, 260 by 171mm., page 332 by 242mm.

£3,000-4,000



111

111†
An illustration to the Gita Govinda (Song of the Herdsman): Radha speaking to Krishna with her hands placed together, approaching him as he sits on a hillock in a grove of small trees, the river bank and flowing water occupying the foreground. Attributable to either Kushala or Gaudhu, Kangra, c.1780

gouache with gold, minute areas of green pigment flaked, midnight blue inner border, outer pink border trimmed, Sanskrit text on reverse in black nagari, mounted on card, 150 by 251mm., page 173 by 274mm.

This great series is described by Archer as 'the new Kangra style in full and confident maturity. The subject, the Gita Govinda poem of Jayadeva, was an ecstatic celebration of the romance of Radha and Krishna culminating in lyrical descriptions of their love-making.' Illustrations of songs celebrating the romance of the divine lovers Radha and Krishna were customarily produced at Pahari weddings, and the series is thought to have been prepared in anticipation of Raja Sansar Chand's marriage in 1781 to the daughter of Kishan Singh of Suket. Each page of the series is imbued with a specific quality and this example is distinguished for its evocative landscape setting, the grove of trees silhouetted against a pale sky.

Archer considered the paintings to be by Sansar Chand's favourite artist Kushala (a son of the artist Manaku) working with Gaudhu (second son of the artist Nainsukh), while Goswamy and Fischer attribute the series to a 'master of the first generation after Nainsukh'. With the very limited number of signed or contemporarily attributed works of Pahari painting at this period, it may never be possible to be sure which artist painted which picture, but the importance of the series as one of the peak achievements of eighteenth-century Pahari art remains assured.

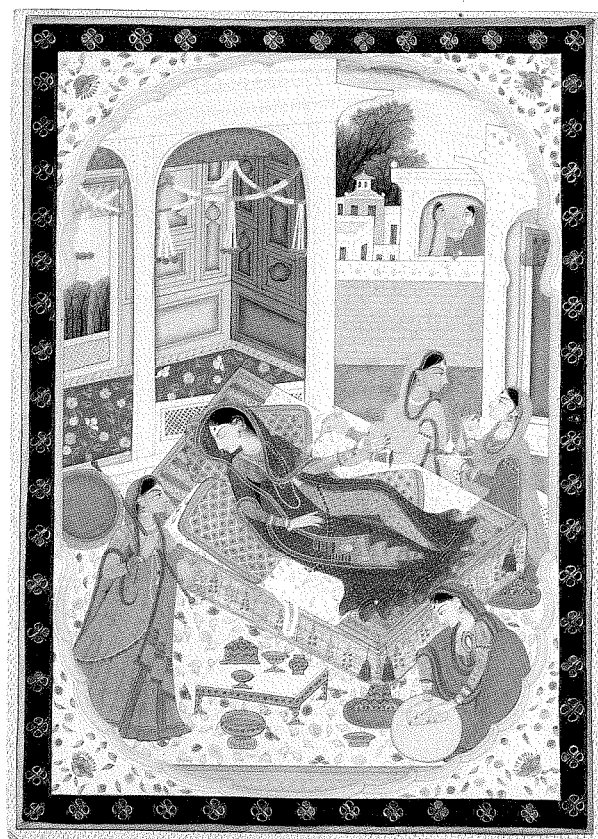
For further information and other leaves from the series see:

W.G.Archer, *Indian Paintings from the Punjab Hills*, London, 1973, vol.1, pp.291-293, no.33, vol.11, pp.205-208.

B.N.Goswamy and E.Fischer, *Pahari Masters*, Zurich (Museum Rietberg), 1992, pp.307-331, nos.130-137. M.S.Randhawa, *Kangra Paintings of the Gita Govinda*, New Delhi, 1963.

Sales in these rooms 29th April 1992, lot 26, and 24th April 1996, lot 84; sales in our New York rooms 22nd March 1980, lots 171 and 172, 6th October 1990, lot 116, 2nd June 1992, lots 165 and 168, 5th December 1992, lot 162, and 1st December 1993, lot 158.

£10,000-15,000



112

112†
A princess sleeping on a bed set on the terrace of a palace complex, four of her ladies gathered round her to tend to her needs, two others in discussion at a window beyond the perimeter wall. Mandi, c.1830

gouache with gold, inner floral border, the cover-paper with two lines of nagari, mounted on card, 198 by 133mm.

£1,500-2,500

113

Radha and Krishna seated together on a lotus flower growing from a pool, Radha with a vina and Krishna with his flute, cowherds and gopis with cattle in the landscape background. Kangra, late eighteenth century

gouache with gold, black rule and flecked pink border, 203 by 144mm., page 234 by 174mm.

A comparable Kangra rendering of a Radha and Krishna subject is in the Archer Collection, published in W.G.Archer, *Indian Paintings from the Punjab Hills*, 1973, Kangra no.43, and W.G.Archer, *Visions of Courtly India*, 1976, no.44, where other references are given.

£1,500-2,500

114†

A prince seated with his minister observes two ladies who converse in the courtyard. Guler, c.1840-50

gouache with gold, floral and sprinkled pink borders, 228 by 172mm., page 302 by 240mm.

From a series of illustrations to a romance, probably of local origin. Eight pages of the series were formerly in the Belmont Collection, sold in these rooms 28 February 1967, lots 170-177.

£1,000-1,500

115†

A prince conversing with his minister in a palace chamber, two girls walking outside on the carpet-covered terrace. Guler, 1840-50

gouache with gold, floral and sprinkled pink borders, 3 lines of text on reverse, 226 by 173mm., page 287 by 238mm.

From the same series.

£1,000-1,500

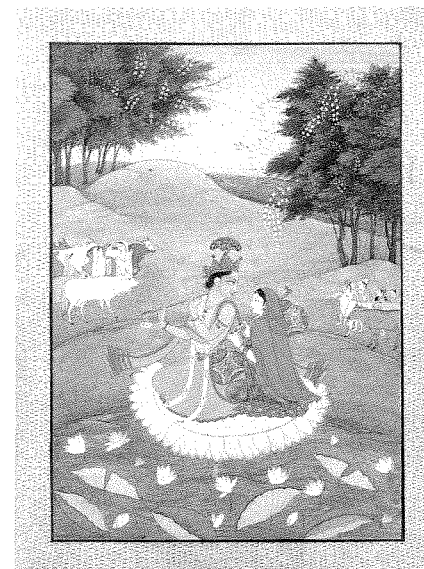
116†

A king disguised as an ascetic falls exhausted in the presence of a youthful prince. Guler, c.1840-50

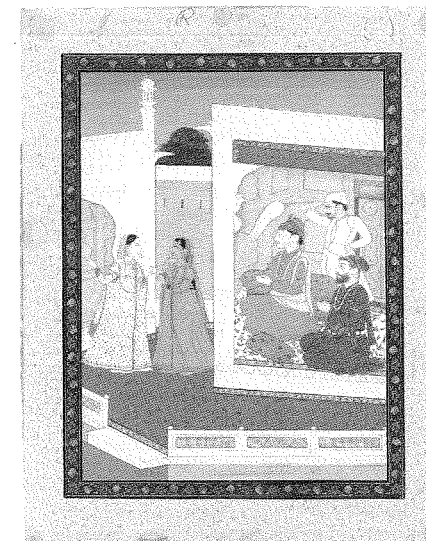
gouache with gold, floral and sprinkled pink borders, 6 lines of text on reverse, 227 by 168mm., page 307 by 240mm.

From the same series.

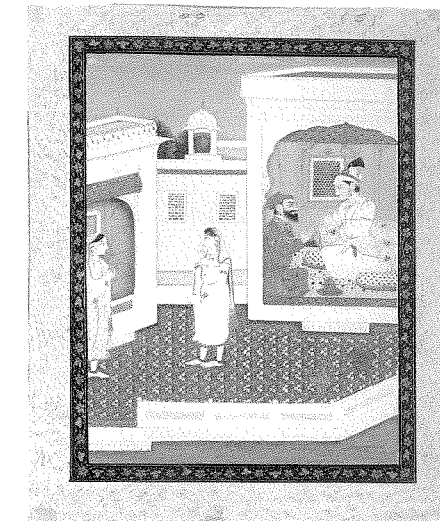
£1,000-1,500



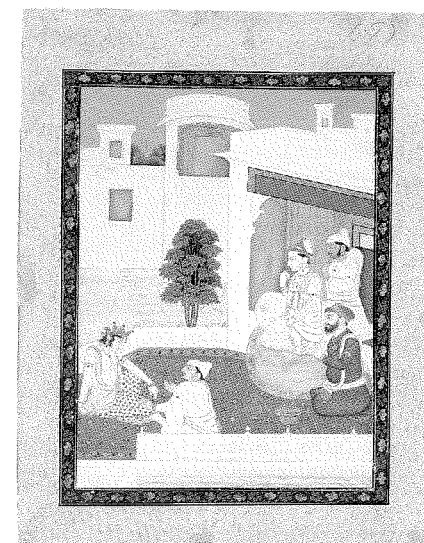
113



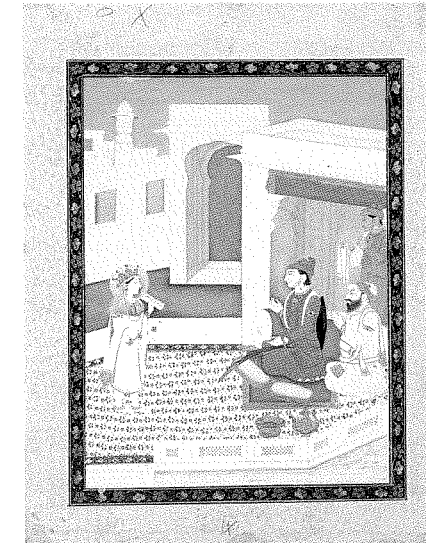
114



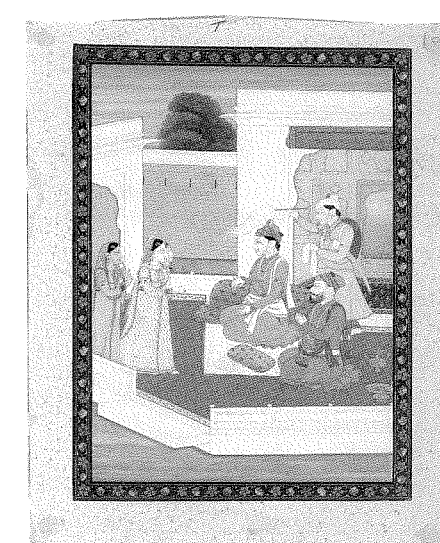
115



116



117



118

117†

The Goddess holding a text as she approaches a prince who sits with his minister. Guler, c.1840-50

gouache with gold, floral and sprinkled pink borders, 9 lines of text on reverse, 227 by 168mm., page 307 by 238mm.

From the same series.

£1,000-1,500

118†

Two ladies approaching a prince who sits on a carpet with his minister. Guler, c.1840-50

gouache with gold, floral and sprinkled pink borders, 228 by 166mm., page 295 by 238mm.

From the same series.

£1,000-1,500

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Jonathan Condруп	31 206 275 656	

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David Breuer-Weil	972 (3) 522 38 22	
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Jon Baddeley	408 5205	
MEDIÉVAL MANUSCRIPTS		
Dr. Christopher de Hamel, FSA	408 5330	
MILITARIA		
Gordon Gardiner	(01403) 783933	
<i>Consultant</i>		
MODERN BRITISH & IRISH PICTURES & SCULPTURE		
Susannah Pollen	408 5388	
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Michael Bing	408 5380	
Veronique Biddell	408 5479	
Benjamin Brown	408 5382	
<i>Amsterdam</i>		
Rob Mulders	31 (20) 550 2255	
<i>Milan</i>		
Lucia Montigiani	39 (2) 29 5001	
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Pascale Pavageau	33 (1) 5305 5310	
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Alexander Bell	408 5420	
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Richard Charlton-Jones	408 5489	
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VICTORIAN PAINTINGS & DRAWINGS		
Martin Gallon	408 5386	
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Conditions of Business

- 1 The following Conditions of Business, together with such other terms, conditions and notices as may be set out in any relevant catalogue (together 'the Conditions of Business') (a) govern Sotheby's entire relationship with actual or prospective buyers and sellers including those sellers requiring inspection, appraisal or valuation of property or persons reading catalogues or otherwise, and (b) are Sotheby's and the seller's entire agreement with each other and with the buyer or prospective buyer at auction or at any private sale.

The Conditions of Business and all other contents of any catalogue are subject to amendment by Sotheby's by the posting of notices, by oral announcement made by the auctioneer prior to or during the sale, or by way of an agreement in writing signed by the parties concerned. Definitions of words and phrases with special meanings appear in Condition 33.

Conditions mainly concerning buyers

- 2 The buyer. By participating in this sale, the buyer agrees to be bound by the terms of these Conditions of Business. The highest bidder acknowledged as such by the auctioneer will be the buyer. In the event of any dispute arising during the auction or in the event of doubt on Sotheby's part as to the validity of any bid, the auctioneer will have absolute discretion to determine the successful bidder, cancel the sale or to re-offer and re-sell the lot and/or to take such other action as the auctioneer deems fit. Any bidder acting for any person who is not bidding shall be jointly and severally liable with that person for satisfaction of all obligations and liabilities hereunder. Without any liability to any prospective buyers, Sotheby's may withdraw any lot from the auction for any reason and Sotheby's may reject any bid.
- 3 *The buyer's premium.* The buyer shall pay to Sotheby's a buyer's premium plus any VAT thereon or amount added in lieu of VAT which may be due thereon on the 'hammer price' at the rate posted in the auction gallery on the day of the sale. The buyer agrees that Sotheby's, when acting as agent for the seller, may also receive commission from the seller in accordance with Condition 18.
- 4 *Value Added Tax.* Lots on which Value Added Tax may be payable by the buyer on the 'hammer price' are indicated in the catalogue by a symbol beside the lot number. The buyer shall pay any VAT which may be due on any amounts owed by the buyer under these Conditions of Business at the rates prevailing on the day of the auction. For information regarding VAT, including without limitation, the meaning of the symbols, please refer to the section in this catalogue entitled "VAT Information for Buyers and Sellers".
- 5 *Currency converter.* Solely for the convenience of bidders, a currency converter may be operated at certain auctions. Sotheby's is not responsible, however, for any errors or omissions on the currency converter, whether in the foreign currency equivalent of bids in pounds sterling or otherwise.

- 6 *Payment.* Immediately after a lot is sold, the buyer shall pay to Sotheby's the 'total amount due' in pounds sterling. Any payments by the buyer to Sotheby's may be applied by Sotheby's towards any sums owing from that buyer to Sotheby's or any Sotheby's affiliated company on any account whatever without regard to any directions of the buyer or his agent, whether express or implied, as to how that payment should be applied. Payment will not be deemed to have been made in full until Sotheby's is in receipt of cash or cleared funds.
- 7 *Ownership of purchases.* The ownership of the lot purchased will not pass to the buyer until the buyer has paid Sotheby's in full the 'total amount due' and Sotheby's has applied such payment to the lot.
- 8 *Collection of purchases.* (a) At the buyer's sole cost and expense, the buyer shall collect the lot purchased not later than five (5) working days after the day of the auction, but not before payment to Sotheby's of the 'total amount due'.
(b) Packing and handling of purchased lots is at the entire risk and expense of the buyer. Sotheby's is not responsible for acts or omissions by packers or shippers of purchased lots, whether or not such persons or entities are recommended by Sotheby's. In no event will Sotheby's be liable for loss and damage to frames or glass covering prints, paintings or other works.
- 9 *Transfer of risk.* Risk of loss and damage of any lot purchased shall pass to the buyer at the earliest of (i) ownership of the lot purchased passing to the buyer; (ii) collection of the lot purchased, or (iii) two (2) working days after the day of the auction or, if the lot is purchased privately, the day when the contract is made.
- 10 *Remedies for non payment or failure to collect purchases.* If the 'total amount due' is not paid on any lot or the buyer fails to collect the lot in each case in accordance with the Conditions of Business the buyer will be in default and Sotheby's, as agent of the seller and for itself, as appropriate, shall, at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise any one or more of the following rights and remedies: (a) proceed against the buyer for damages for breach of contract; (b) cancel or rescind the sale of that or any other lots sold to the defaulting buyer at the same or any other auction, retaining as compensation all payments made by the buyer referable to any losses, costs or expenses incurred by the seller or Sotheby's as a result of the buyer's default; (c) re-sell the lot or cause it to be re-sold by Sotheby's or any Sotheby's affiliated company by public auction or private sale, and hold the buyer liable for the 'deficiency'. The defaulting buyer hereby agrees that any re-sale price at public auction shall be deemed commercially reasonable; (d) hold the buyer liable for the 'total amount due' and the 'deficiency'; (e) reduce the 'total amount due' or the 'deficiency' or any other amounts the buyer owes to Sotheby's or any Sotheby's affiliated company by: (i) any proceeds of sale then due to or thereafter becoming due to the buyer from Sotheby's or any Sotheby's affiliated company; or (ii) any payment made by the buyer to Sotheby's or any Sotheby's affiliated company, whether or not intended to reduce the buyer's obligations hereunder; (f) until payment of all outstanding amounts due to Sotheby's or any

Sotheby's affiliated company have been made in full, exercise a lien on any property of the defaulting buyer which is in the possession of Sotheby's or any Sotheby's affiliated company for any purpose and to sell the same; (g) charge the buyer a handling charge (plus VAT thereon) payable to Sotheby's by the buyer of one per cent (1%) of the 'total amount due' per month commencing on the sixth working day after the sale and for each successive month or any part thereof; (h) insure, remove and store the lot either at Sotheby's premises or elsewhere at the sole risk and expense of the defaulting buyer; (i) charge the buyer interest at a rate not exceeding one and a half per cent (1.5%) per month on the 'total amount due' to the extent it remains unpaid for more than five (5) working days after the date of the auction.

11 *Electrical and Mechanical Goods.* The buyer acknowledges that Sotheby's has not tested electrical or mechanical goods and that the buyer is solely responsible for testing such goods before using them.

12 *Liability of Sotheby's and sellers.* (a) Goods auctioned are usually of some age. All goods are sold with all faults and imperfections and errors of description. Illustrations in catalogues are for identification only. Buyers should satisfy themselves prior to the sale as to the condition of each lot and should exercise and rely on their own judgment as to whether the lot accords with its description. Subject to the obligations accepted by Sotheby's under this Condition as set forth below, none of the seller, Sotheby's or any Sotheby's affiliated company or any of their respective servants or agents is responsible for errors of description in the catalogue or elsewhere or for the genuineness or authenticity of any lot, no warranty whatever is given by Sotheby's or any Sotheby's affiliated company or any of their respective servants or agents, or any seller to any buyer in respect of any lot and any express or implied conditions or warranties are hereby excluded.
(b) Subject to the exclusions of 12(b)(i) and 12(b)(ii) below, any lot which proves to be 'counterfeit' may be returned by the buyer to Sotheby's within five (5) years of the date of the auction. The buyer must, within three (3) months of first becoming aware of doubt regarding the authenticity or attribution of the lot (but in no event later than the five year period referred to in the preceding sentence), provide Sotheby's with a written statement of the alleged defects, the number of the lot, and the date of the auction at which it was purchased. It is Sotheby's general policy, and Sotheby's shall have the right to have the buyer obtain at the buyer's expense, the opinion of two recognised experts in the field, mutually acceptable to Sotheby's and the buyer before Sotheby's determines whether to rescind a sale under this paragraph. If the buyer requests, Sotheby's will provide the buyer with the names of experts acceptable to it. If Sotheby's is satisfied that the item is a 'counterfeit' and that the buyer is able to transfer both possession of the lot in the same condition as when sold, and good and marketable title to the lot free from any third party claims, the sale will be set aside and the 'hammer price' and the buyer's premium actually paid to Sotheby's by the buyer in respect of the lot will be refunded; provided that the buyer shall have no rights under this Condition if: (i) the description in the catalogue at the date of

the sale was in accordance with the then generally accepted opinions of scholars and experts or fairly indicated that there was a conflict of such opinions; or

(ii) the only method of establishing at the date of publication of the catalogue that the lot was a 'counterfeit' was by means of scientific processes not generally accepted for use until after the publication of the catalogue or a process which was unreasonably expensive or impractical.

(c) Any claim by the buyer against Sotheby's, its servants or agents under this Condition shall not extend to any loss, interest or damage suffered or expense incurred by the buyer.

(d) Neither Sotheby's nor the seller make any representations or warranties, implied or express to the buyer, as to whether any lot is subject to copyrights, nor whether the buyer acquires any copyrights, including but not limited to any reproduction rights, in any lot sold.

(e) Neither Sotheby's nor the seller make any representations or warranties, implied or express, to the buyer, as to whether any lot is subject to any export restrictions from the United Kingdom or any import restrictions of any other country.

Conditions mainly concerning sellers

- 13 *Seller's Warranties.* The seller warrants to Sotheby's and to the buyer that, at all relevant times hereunder, including without limitation at the time of the sale,
(a) the seller is the true owner of the property, or is properly authorised to sell the property by the true owner and is able to and shall in accordance with these Conditions of Business, transfer possession and good and marketable title to the property free from any third party claims, (including without limitation any claims of governments or governmental agencies with respect to the property), liens or encumbrances;
(b) the seller has provided Sotheby's with all information the seller has concerning the provenance of the property;
(c) if the object consigned is a cultural object as defined in the categories and value limits in the European Council Regulation No. 3911/92, the item was either in the United Kingdom before 1 January 1993 or, if exported directly or indirectly from one state member of the European Union to another state member of the European Union after 1 January 1993, that such item was lawfully removed from that state and the seller will provide documentation necessary to establish the foregoing;
(d) unless the seller advises Sotheby's in writing to the contrary at the time the property is delivered to Sotheby's, that there are no restrictions, copyright or otherwise, relating to the property or on Sotheby's rights to reproduce photographs of the property;
(e) for property not held by Sotheby's on its premises or under its control, such property will be available and in a deliverable state at the time the buyer is entitled to possession of the same in accordance with these Conditions of Business;
(f) unless the seller of electrical or mechanical goods advises Sotheby's in writing to the con-

trary at the time the property is delivered to Sotheby's, as from the date on which the seller delivers such goods to Sotheby's or Sotheby's control, such goods are safe if reasonably used for the purpose for which they were designed and are free from any defect not obvious on external inspection which could prove dangerous to human life or health; and

(g) unless the seller advises Sotheby's in writing to the contrary at the time the property is delivered to Sotheby's, the property has been properly imported into the European Union and all taxes or duties due on importation into the European Union have been paid.

The seller will indemnify each of Sotheby's and any Sotheby's affiliated company, their respective servants, directors, officers and employees and the buyer against any loss or damage as more particularly set forth in Condition 31 including without limitation, any loss, damage or costs in consequence of any breach or alleged breach of any of the seller's representations, warranties or undertakings or other terms set forth in these Conditions of Business, or any amendments hereto.

- 14 *Preparation for sale.* In connection with any auction, Sotheby's has sole and absolute discretion regarding grouping property into lots, providing catalogue and other descriptions, the date of the auction(s) and the manner of conducting each sale. The seller authorises Sotheby's to undertake any tests, researches or enquiries, or to consult and rely on any outside experts, consultants or restorers in relation to the property as Sotheby's may, in its absolute discretion, deem appropriate.
- 15 *Rights to photographs and illustrations.* The seller gives Sotheby's the full and absolute right to photograph and illustrate any lot consigned to Sotheby's for sale. With respect to any photographs taken or illustrations made by Sotheby's of property consigned by the seller, or any photographs or illustrations provided to Sotheby's by the seller, the seller grants Sotheby's the full and absolute right to use and to reproduce such photographs or illustrations in its sole and absolute discretion, including but not limited to, in connection with the auction. Sotheby's retains copyright in all photographs taken and illustrations made by Sotheby's.
- 16 *Risk of loss or damage.* (a) Unless, at the time the seller delivers the property to Sotheby's, the seller instructs Sotheby's in writing not to assume risk of loss or damage for any lot and within 10 days of such delivery provides Sotheby's with a certificate of insurance and a waiver of subrogation by the seller's insurer of all rights and claims that they may have against Sotheby's in connection with any loss or damage to the property in both cases in a form acceptable to Sotheby's, the seller authorises Sotheby's to assume at the seller's sole expense, the risk of loss or damage to the property from the time of Sotheby's receipt of such property until risk of loss or damage to the property passes to the buyer as set forth in Condition 9 or until sixty (60) days after the auction, whichever is earlier. The fee for such assumption of risk will be determined based on the status of the property (sold, unsold after the auction or not yet offered for sale) as further set forth in (a)(i) to (a)(iii) below and will not exceed one per cent (1%) of (a)(i) to (a)(iii) below, plus any applicable VAT thereon or

amount added in lieu of VAT, in respect of the period ending no later than sixty (60) days after the auction. A further one per cent (1%) of (a)(i) to (a)(iii) below and any applicable VAT thereon or amount added in lieu of VAT may be charged for each successive month or part month thereafter. The assumption of any risk by Sotheby's or its insurers beyond the period of sixty (60) days mentioned above shall be at Sotheby's sole discretion.

The seller agrees that Sotheby's liability for loss or damage to any property will not exceed the amount set forth in sub-paragraphs (a)(i) to (a)(iii) less Sotheby's 'seller's commission' and 'expenses': (i) the 'hammer price' if the property has been sold; (ii) the reserve if the property has been offered for sale, but not been sold; (iii) the 'mid pre-sale estimate' if the property has not been offered for sale.

None of Sotheby's, any Sotheby's affiliated company or their respective servants or agents or insurers will be liable for loss or damage to frames or glass covering prints, paintings or other works or the loss or damage to property caused by: (1) any third party instructed to deal with the property with the seller's consent; (2) changes in humidity or temperature; (3) normal wear and tear, gradual deterioration or inherent vice or defect; (4) errors in processing; (5) war, weapons of war employing atomic fission or radioactive contamination.

(b) If, in accordance with this Condition 16, the seller instructs Sotheby's not to assume risk of loss or damage for a lot, the property shall remain at the risk of the seller until risk of loss or damage of the lot passes to the buyer of the lot in accordance with Condition 9 and the seller hereby agrees:

- (i) to indemnify Sotheby's, any Sotheby's affiliated company and their respective servants, directors, officers and employees against any loss, damage or costs in respect of any loss or damage to the lot of whatever nature, howsoever and wheresoever occurring, and in any circumstances even where negligence is alleged or proven as more particularly set forth in Condition 31;
- (ii) to reimburse Sotheby's or any Sotheby's affiliated company on demand for all payments, costs or expenses, including legal fees made, incurred or suffered by Sotheby's or any Sotheby's affiliated company in consequence thereof or arising therefrom. Any payment which Sotheby's or any Sotheby's affiliated company shall make in respect of such loss or damage or payments, costs or expenses incurred shall be binding upon the seller and shall be accepted by the seller as conclusive evidence that Sotheby's or any Sotheby's affiliated company was liable to make such payment;
- (iii) to waive all rights and claims he may have against Sotheby's, any Sotheby's affiliated company and their respective servants, directors, officers and employees in connection with such loss or damage; and
- (iv) to notify any insurer of the existence of the indemnity contained in this Condition, and to procure a waiver of subrogation by such insurer of all rights and claims they may have against Sotheby's or any Sotheby's affiliated company in connection with loss or damage.

- 17 *Reserves.* Each lot will be offered subject to a

reserve. On behalf of the seller, Sotheby's may bid up to the reserve. The seller hereby agrees that the reserve shall be equal to seventy five per cent (75%) of either the low pre-sale estimate agreed with the seller or, if no agreement has been made in writing, of Sotheby's 'low pre-sale estimate'. No reserve will exceed Sotheby's latest published or announced 'low pre-sale estimate', unless a reserve is agreed to in a currency other than pounds sterling, and the exchange rates fluctuate between the time the reserve is agreed and the day of the sale and Sotheby's and the seller are unable to agree to a revised reserve. If the reserve has not been agreed in pounds sterling, the seller agrees that the reserve shall be an amount equal to the pound sterling equivalent of the foreign currency reserve based on the closing exchange rate available on the business day immediately preceding the auction. Sotheby's may at its option sell at a 'hammer price' below the reserve provided that Sotheby's pays the seller the sale proceeds which the seller would have received had such lot sold at the reserve.

No seller may bid on the seller's own property. If the seller does so bid, Sotheby's may sell the lot to the seller without reserve, the seller will not be entitled to the benefit of the Condition 12, and the seller will pay Sotheby's the standard 'seller's commission', the buyer's premium and all 'expenses' that may have been incurred in connection with the property.

- 18 *Commission, buyer's premium and expenses.* The seller agrees to pay Sotheby's 'expenses' and 'seller's commission' and authorises Sotheby's to deduct these sums from the 'hammer price'. The seller also authorises Sotheby's to retain the buyer's premium as referred to in Condition 3.

For purposes of determining the rate of the seller's commission, "Consignment" shall mean all Property listed on one standard form Property [Contract and] Receipt issued by us and "sold" shall mean any lot sold at auction for seller by Sotheby's for which Sotheby's has received good funds, less any rescissions made under condition 25.

- 19 *Payment of sale proceeds.* On the 'settlement date' Sotheby's will post to the seller at the seller's risk such of the 'net sale proceeds' in pounds sterling as it receives, unless the buyer has notified Sotheby's of the buyer's intention to rescind the sale in accordance with Condition 12. If the buyer pays after the 'settlement date', Sotheby's will post the 'net sale proceeds' to the seller within five (5) working days of Sotheby's receipt of such payment in cash or cleared funds.
- 20 *Withdrawn lots.* (a) The seller may not withdraw property from the sale after the earlier of the following dates: the date on which Sotheby's confirms to the seller in writing that property has been accepted for sale or the date on which the catalogue is initially sent to the printer. (b) Sotheby's may withdraw property from the sale without any liability to the seller if Sotheby's believes that (i) there is doubt as to its authenticity or attribution, (ii) any of the seller's representations or warranties are inaccurate in any way, or (iii) the seller breaches any provisions of the Conditions of Business (including, without limitation, Condition 13) in any material respect. (c) If the property is withdrawn (i) by the seller after the earlier of the dates in paragraph 20(a) above or (ii) by Sotheby's as speci-

fied in paragraph 20(b) (ii) or (iii) above, the seller shall pay to Sotheby's a withdrawal fee equal to Sotheby's 'seller's commission' and the buyer's premium calculated on Sotheby's then 'mid pre-sale estimate' of the withdrawn property, together with Value Added Tax thereon and 'expenses' incurred in relation to the property plus any VAT thereon. Sotheby's is not obligated to withdraw any property from sale, unless seller has paid Sotheby's the withdrawal fee. If any property is withdrawn by Sotheby's under 20(b)(i) above, the seller shall not be charged the fee referred to above and such property will be returned to the seller at the seller's expense.

- 21 *Reconsignment.* Unless the seller objects in writing within 10 days of receiving notice of the proposed reconsignment, the seller hereby agrees that Sotheby's may consign the property as the seller's agent to another Sotheby's sale location or to a Sotheby's affiliated company, to be offered at public auction in such other location or by such Sotheby's affiliated company subject to the conditions of business or sale in the catalogue for the sale and subject to the local tax laws. Such conditions are available for inspection at Sotheby's 34 – 35 New Bond Street, London, W1A 2AA. If there is a conflict between the terms of the contract with the purchaser as set forth in the catalogue for the sale and the terms herein, the terms of the conditions printed in the catalogue for the sale shall prevail. The seller agrees that each of its representations, warranties, indemnities and agreements set forth herein shall inure to the benefit of Sotheby's or any Sotheby's affiliated company which offers the property for sale and to the buyer. The seller also agrees that the proceeds of the sale shall be remitted to the seller in the currency in which the auction is conducted.

- 22 *Obligations regarding lots sold.* If the buyer fails to pay to Sotheby's the 'total amount due' on or by the 'settlement date' the seller authorises Sotheby's at the seller's expense to pursue any one or more of the following courses: (i) to agree special terms for payment of the 'total amount due' (ii) to remove, store and insure the lot sold, (iii) to settle claims made by or against the buyer on such terms as Sotheby's shall determine in its absolute discretion, (iv) to take such steps as are necessary to collect monies due by the buyer to the seller and Sotheby's and if necessary, to rescind the sale and refund the money to the buyer. Without being under any obligation to do so, Sotheby's shall endeavour to notify the seller of the buyer's failure to pay prior to exercising its authority as granted in the preceding sentence. Sotheby's has no obligation to collect payment from the buyer nor to undertake legal proceedings. The seller authorises Sotheby's to retain any handling, removal, storage, insurance or interest fees collected from the buyer or defaulting buyer.

If the buyer fails to pay the 'total amount due' and Sotheby's remits an amount equal to the 'net sale proceeds' to the seller, ownership of such lot shall pass to Sotheby's, which shall have the benefit of the seller's agreements, representations, warranties and indemnities set forth in these Conditions of Business.

- 23 *Private sales.* If any lot fails to reach its reserve and is bought-in for the seller's account, the seller authorises Sotheby's, as the seller's exclusive agent, for a period of forty (40) days following the auction to sell the lot privately for a

price that will result in a payment to the seller of not less than the net amount (after payment to Sotheby's of the 'seller's commission', buyer's premium and 'expenses') to which the seller would have been entitled had the lot been sold at a price equal to the reserve. Where any lot is sold by application of this condition, the seller's obligations to Sotheby's and the buyer hereunder with respect to such lot are the same as if it had been sold at auction and any reference hereunder to "auction" or the "date of auction" shall mean "private sale" or the "date of the private sale".

- 24 *Unsold lots, fees.* Where any lot fails to sell at auction or privately as set forth in Condition 23 above, within sixty (60) days of the auction, the seller shall make arrangements either to re-offer the lot for sale or to collect the lot and to pay both the reduced commission of fifty per cent (50%) of the 'seller's commission' and any applicable VAT based on the reserve and 'expenses' plus any VAT thereon. If the seller fails to make such arrangements or to collect the lot and pay the reduced commission within sixty (60) days of the auction, Sotheby's in its sole discretion shall have the right: (i) to remove the lot to an independent storage facility, for which the seller shall assume all risks and expenses; or (ii) to re-offer the property at public auction and to deduct from the 'hammer price' any sum owing to Sotheby's or any Sotheby's affiliated company including without limitation removal, storage and insurance expenses, the 'expenses' of both auctions, the reduced commission set forth above in respect of the first auction as well as the 'seller's commission' on the resale and all other reasonable expenses before remitting any excess to the seller or, if the seller cannot be traced, placing it in a bank account in the name of Sotheby's for the seller. If Sotheby's elects to re-offer the property as set forth in the preceding sentence, the seller hereby agrees that such lot shall be re-consigned to Sotheby's in accordance with the terms (other than as amended by this Condition 24), representations, warranties and indemnities set forth in these Conditions of Business and that the reserve for the re-sale shall not be less than fifty per cent (50%) of the original reserve or such higher percentage as is agreed between Sotheby's and the seller or, if no agreement has been reached, such higher percentage as Sotheby's in its absolute discretion deems fit.

- 25 *Rescission.* If the buyer makes a claim to rescind the sale under Condition 12 and Sotheby's is of the opinion that the claim is justified, Sotheby's is authorised to rescind the sale and to refund to the buyer any amount paid to Sotheby's in respect of the lot. Within ten (10) days of Sotheby's notice to the seller of such rescission, the seller will return to Sotheby's any sale proceeds paid by Sotheby's to the seller of such lot. When the sale proceeds, together with 'expenses' in connection with the rescinded sale, have been repaid to Sotheby's, Sotheby's will return the lot to the seller.

General Conditions and Definitions

- 26 *Admission.* Sotheby's shall have the right at its absolute discretion to refuse admission to any person to its premises or to attendance at its auctions.

- 27 *Telephone and Absentee Bids.* Whilst the interests of prospective buyers are best served by attendance at auction, Sotheby's may if so instructed execute bids on behalf of prospective buyers. Neither Sotheby's nor its servants or agents are responsible for any neglect or default relating to bids made in connection with absentee or telephone bids, including without limitation, any telecommunications errors or failures.

- 28 *Personal details.* If Sotheby's so requests, the buyer and the seller agree to provide written confirmation, in a form satisfactory to Sotheby's of their name, permanent address, proof of identity and credit-worthiness.

- 29 *Agents.* Sotheby's sells as agent for the seller (except where it wholly or partly owns any lot as principal) and as such is not responsible for any default by the seller or the buyer. Sotheby's reserves the right to pay out of its 'seller's commission' or elsewhere a fee to any third party introducing clients or property to Sotheby's.

- 30 *Estimates.* Sotheby's makes no representations or warranties as to the anticipated selling price of any item of property. No estimates anywhere made by Sotheby's, its servants or agents, whether in writing or orally, may be relied upon as a prediction of the actual selling price. Estimates in catalogues, receipts and elsewhere are subject to revision by Sotheby's from time to time in the exercise of its sole discretion.

- 31 *Indemnity.* (a) Any indemnity under these Conditions of Business shall extend to all actions, proceedings, (including without limitation legal fees and expenses), claims and demands whatever incurred or suffered by the person entitled to the benefit of the indemnity.

(b) Sotheby's declares itself to be a trustee for (i) its relevant servants, officers, directors and employees and (ii) every Sotheby's affiliated company and their respective servants, officers, directors and employees of the benefit of every indemnity under these Conditions of Business to the extent that such indemnity is expressed to be for the benefit of Sotheby's any Sotheby's affiliated company and/or their respective servants, officers, directors and employees.

- 32 *Representations and statements.* Save as expressly provided for in Condition 12(b) with respect to buyers, any representation or statement by Sotheby's in any catalogue, condition report or elsewhere and whether oral or in writing as to authorship, attribution, authenticity, genuineness, origin, date, age, provenance, condition, reserve price or estimated selling price is a statement of opinion only and not of fact. Sotheby's is not liable for any omissions in the catalogue. Sotheby's reserves the right in forming its opinions to consult and rely on any expert or authority of its choice. Every interested person should exercise and rely on their own judgment as to such matters and neither Sotheby's nor its servants, officers, directors or employees are responsible for the correctness of such opinions, whether orally or in writing.

- 33 *Definitions.* In these Conditions of Business, terms defined below shall have the meanings set forth herein:

(a) buyer's premium means the commission on the 'hammer price' payable to Sotheby's by a buyer at the rates posted in the auction gallery and applicable to the relevant sale, plus VAT thereon or such amount that may be added in lieu of VAT;

(b) 'catalogue' includes any advertisement, brochure, estimate, price list and other Sotheby's or Sotheby's affiliated company's publication;

(c) 'deficiency' means all handling charges, interest, collection fees, incidental liabilities, costs (including without limitation legal fees and expenses) and storage, removal and insurance fees and with respect to any re-sale whether by private sale or at public auction any shortfall between the original 'hammer price' and the resale 'hammer price', the 'expenses' of both sales, the 'seller's commission' and the buyer's premium on both sales and any VAT which may be due;

(d) 'expenses' in relation to the sale of any lot means Sotheby's charges and expenses including but not limited to charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing and shipping costs, reproduction rights fees, costs of testing, searches or enquiries relating to any lot and any applicable VAT;

(e) 'hammer price' means the price at which a lot is knocked down by the auctioneer to the buyer or in the case of a private sale the agreed price, in both instances excluding the buyer's premium and any applicable taxes;

(f) 'low pre-sale estimate' means the low estimate of Sotheby's latest low and high pre-sale estimates of the value of the property provided by Sotheby's whether or not communicated to the seller;

(g) 'mid pre-sale estimate' means the average of Sotheby's latest low and high pre-sale estimates of the value of the property provided by Sotheby's whether or not communicated to the seller;

(h) 'counterfeit' means modern deliberate forgery or imitation created in or after 1870 with the intention of deceiving as to authorship, origin, date, age, period, culture or source which is not shown to be such in the description in the catalogue and which at the date of the sale had a value materially less than it would have had if it had been in accordance with that description;

(i) 'net sale proceeds' means the 'hammer price' of the lot sold received by Sotheby's in cash or cleared funds, less 'seller's commission' and 'expenses' and any other amounts due to Sotheby's or any Sotheby's affiliated company by the seller in whatever capacity and howsoever arising;

(j) 'seller' means the owner or authorised agent thereof or person in possession of the property consigned. If there are multiple owners or an agent or possessor, each shall assume all obligations, liabilities, representations, warranties and indemnities on behalf of the seller set forth in these Conditions of Business, jointly and severally;

(k) 'seller's commission' means the commission payable to Sotheby's by a seller at the published rates from time to time applicable to the relevant sale, plus applicable VAT;

(l) 'settlement date' means a date thirty five days after the last session of each auction;

(m) Sotheby's means Sotheby's an unlimited company, company number 00874867;

(n) Sotheby's affiliated company means Sotheby's Holdings Inc. and any company (other than Sotheby's) being a subsidiary of Sotheby's Holdings Inc. for the time being within the meaning of Section 736 of the Companies Act 1985;

(o) 'total amount due' means the 'hammer price' in respect of the lot sold, together with the buyer's premium, Value Added Tax chargeable, any customs' duties and any additional charges, fees and expenses due from a buyer or defaulting buyer.

- 34 *Notices Governing Law and Jurisdiction.* Any notice by Sotheby's to a seller, prospective bidder or buyer may be given by first class post or airmail either to such a person directly, or at the last address known to Sotheby's, or to any representative or agent acting on his behalf at his last address known to Sotheby's and if so given shall be deemed to have been duly received by the addressee 48 hours after posting or 24 hours after sending by facsimile or hand-delivery.

These Conditions of Business and any amendments hereto shall be governed by and construed in accordance with English law. All transactions to which these Conditions of Business apply and all matters connected therewith shall also be governed by English law. The parties hereby submit to the jurisdiction of the English Courts in favour of Sotheby's. In connection with such submission, each actual or prospective buyer and each actual or prospective seller agrees to irrevocably appoint an agent for service of process in England immediately upon receipt of a request from Sotheby's to do so.

- 35 *Miscellaneous.* (i) The headings in these Conditions of Business do not form part of the Conditions of Business, but are for convenience only.

(ii) In the event that any provisions of these Conditions of Business should be held unenforceable for any reason, the remaining portions hereof shall remain in full force and effect.

(iii) No act, failure to act or partial act by Sotheby's shall be deemed a waiver of any of its rights hereunder.

(iv) Notwithstanding anything contained in these Conditions of Business, any claim against Sotheby's, its servants or agents, or any Sotheby's affiliated company, its servants or agents, by the buyer shall be limited to the hammer price and buyer's premium actually paid by the buyer to Sotheby's with regard to that lot and any claim by the seller (excluding any claim covered by Condition 16) shall be limited to the 'net sale proceeds' of the lot.

(v) The singular includes the plural and vice versa where the context permits.

(vi) These Conditions of Business shall not be assignable by the buyer or the seller without the prior written agreement of Sotheby's.

(vii) Where terms have special meanings ascribed to them, a glossary may appear before Lot 1 in the catalogue of the auction.

VAT Information for Buyers and Sellers

VAT Information for Buyers

I. Items with a VAT Symbol

A VAT symbol beside a lot number in the catalogue indicates that VAT may be payable by the buyer on the hammer price and buyer's premium. VAT at 17.5% is payable on the hammer price and buyer's premium where a † or Ω symbol is shown. VAT at 2.5% is payable on the hammer price and buyer's premium where a ₣ symbol is shown.

A α symbol indicates that VAT at 17.5% is payable on the hammer price and buyer's premium if the purchase is taken to a location outside the European Union (EU) by, or on behalf of, the buyer. If the purchase remains in the EU, the sale will be made in the same way as for items with no VAT symbol (see II below).

The VAT may be recoverable or zero-rated in the circumstances described below.

A. VAT on Buyer's Premium

Where an item has a † symbol or a α symbol and the purchase is taken to a location outside the EU, VAT is payable on the buyer's premium. Sotheby's is not able to refund this VAT under any circumstances.

Where an item has a ₣ symbol or a Ω symbol, VAT is also payable at the appropriate rate on the buyer's premium. However, this VAT charge may be cancelled or refunded by Sotheby's where the item is taken to a location outside the EU, in accordance with the rules detailed at B below.

In certain circumstances, it is possible for a business from outside the UK to reclaim the VAT paid on buyer's premium, which can not be refunded by Sotheby's, directly from HM Customs & Excise. A leaflet on this subject is available from the Cashiers Office.

B. VAT on Hammer Price

a) Non EU buyers - VAT on the hammer price may be refunded or cancelled in accordance with the following rules:

If Sotheby's arranges shipping of a purchase to a location outside the EU, the invoice will be zero-rated and VAT will not be charged. (However, if the buyer's instructions should change after payment of the invoice, Sotheby's reserves the right to issue an additional invoice for the VAT and to hold the item until payment is made. This amount may subsequently be refunded upon receipt by Sotheby's of satisfactory proof of export from the EU.)

If a buyer carries a purchase with them, or arranges for collection by another party, the VAT will be charged in full. Upon receipt by Sotheby's of satisfactory proof of export from the EU (such documentation as may be required by law) the VAT on the hammer price may be refunded.

b) EU business buyers from outside the UK

- invoices will be zero-rated and VAT on hammer not charged if buyers provide Sotheby's with their EU VAT registration number and one of the following conditions is satisfied; either:

- i) Sotheby's arranges shipping of the purchase to another EU country; or
- ii) the buyer or the buyer's agent completes a declaration form stating that the purchase is being removed from the UK to another EU country. This form is available from the Cashiers Office or the Shipping Department.

If the above conditions are not satisfied, VAT will be charged in full. This may be refunded if the buyer subsequently provides Sotheby's with their EU VAT registration number and evidence that the purchase was removed to a another EU country.

II. Items with no VAT Symbol

For items with no VAT symbol beside the lot number, Sotheby's has the option to sell under the Auctioneers' Margin Scheme or in the same way as items with a † symbol (see section I).

A. The Auctioneers' Margin Scheme - VAT on Hammer

The Auctioneers' Margin Scheme allows Sotheby's to sell items without VAT on the hammer price. Purchasing under the Auctioneers' Margin Scheme is most beneficial to private EU buyers and EU dealers wishing to sell their purchase under the Dealers' Margin Scheme.

B. The Auctioneers' Margin Scheme - VAT on Buyer's Premium

Under the Auctioneers' Margin Scheme, an amount in lieu of VAT at 17.5% is added to the buyer's premium. This amount will not be shown separately on the buyer's invoice and is not recoverable from HM Customs & Excise.

The amount in lieu of VAT may be cancelled or refunded by Sotheby's where the purchase is taken to a location outside the EU. Provided Sotheby's arranges the shipping of the purchase, the amount in lieu of VAT that would normally be charged on the buyer's premium will be cancelled. In other circumstances, the amount in lieu of VAT will be refunded to the buyer upon receipt by Sotheby's of satisfactory proof of export from the EU.

III. Options for Purchase

Sotheby's will generally sell items with no VAT symbol and items with a α symbol which will remain in the EU after sale under the Auctioneers' Margin Scheme (see section II above). This will avoid VAT on the hammer price and hence benefit private buyers. Although EU VAT registered buyers will not be able to recover the amount added to the buyer's premium in lieu of

VAT, they will be able to sell their purchases under the Dealers' Margin Scheme in their own country.

If an EU VAT registered buyer does not wish to purchase under the Auctioneers' Margin Scheme as described above, they should notify the Cashiers Office within 7 days of the sale. It should be noted that such buyers may not subsequently sell these items under a margin scheme in the EU.

IV. Books

The sale of books is currently zero-rated. In addition, if sold under the Auctioneers' Margin Scheme, no amount in lieu of VAT is chargeable on the buyer's premium. Accordingly, all items qualifying as books for VAT purposes will be sold under the Auctioneers' Margin Scheme.

VAT Information for Sellers

In certain circumstances, Sotheby's is required to sell items with VAT on the hammer price. However, if the seller and the property are eligible, the property will be listed in the catalogue as eligible for sale under the Auctioneers' Margin Scheme. The seller has the option to request that an eligible item be sold under the normal VAT rules either generally, or specifically if the item is taken to a place outside the EU after sale. It should be noted that exercise of either of these options will affect the listing in the catalogue.

VAT on Seller's Commission and Sale Expenses

VAT at 17.5% (if a sale is made under the normal VAT rules) or an amount in lieu of VAT at 17.5% (if a sale is made under the Auctioneers' Margin Scheme) will be charged to all UK sellers and to private EU sellers on seller's commission and sale expenses such as insurance, illustration and advertising.

Such an amount in lieu of VAT will not be shown separately on the settlement statement and is not recoverable by business sellers from HM Customs & Excise. However, if the item is taken by the buyer to a location outside the EU and Sotheby's is provided with the appropriate proof of export, Sotheby's may, in certain circumstances, refund the amount in lieu of VAT charged on seller's commission.

Business sellers from EU countries other than the UK and all non EU sellers will not be charged VAT, or an amount in lieu of VAT, on seller's commission and other expenses, provided Sotheby's is satisfied that the appropriate conditions have been satisfied.

For further information on VAT, please consult the VAT information leaflets for sellers and buyers available on request.

Sotheby's
34-35 New Bond Street
London W1A 2AA
Telephone: (0171) 493 8080

Registered at the above address
No. 874867

Important

Please bid on my behalf at the above sale for the following Lot(s) up to the hammer price(s) mentioned below. These bids are to be executed as cheaply as is permitted by other bids or reserves and in an amount up to but not exceeding the specified amount. I agree to be bound by the Conditions of Business as printed in the catalogue. If any bid is successful, I agree to pay a buyer's premium on the hammer price at the rate stated in the "Guide for Prospective Buyers" in Sotheby's catalogues. Please refer to the "VAT information for Buyers and Sellers" in the catalogue regarding any VAT, or amounts in lieu of VAT, which may be due on the buyer's premium and the hammer price.

Please mail or fax to
Sotheby's Bid Department
34-35 New Bond Street
London W1A 2AA
Fax (0171) 495 8255
Tel (for Bids only): (0171) 314 4468

**Please complete
Shipping Instructions on reverse**

Absentee Bid Form

Sale Title Oriental Manuscripts and Miniatures

Date 16 October 1996

Code "AVA" LN6647

Full Name *(please use block letters)* Date

Sotheby's Client Account No.

Address

Postcode

Telephone Fax

VAT No.

Methods of Payment

Sotheby's welcomes the following methods of payment, most of which will facilitate immediate release of your purchases. Please see the Guide for Prospective Buyers section in the sale catalogue for further details regarding payment methods.

Wire Transfer to our Bank Barclays Bank plc, 160 Piccadilly, London W1A 2AB Sort Code: 20-67-59 Account No. 60163058

Sterling Cash
Sterling Bankers Draft (Drawn on a recognised UK bank)
Debit Cards Delta, Barclays Connect & Switch
Credit Cards Mastercard, Visa & Eurocard (Subject to 1.5% service charge.)
Sterling Cheque (Drawn on a UK bank) We require seven days to clear a cheque without a letter of guarantee from your bank, or a pre-arranged cheque acceptance account. Forms to facilitate this are available from the Cashiers office.

Signed **Date**

Lot Number	Title or description	Sterling Price (excluding premium)
		£
		£
		£
		£
		£
		£
		£
		£
		£
		£
		£
		£
		£

Absentee Bids

If you are unable to attend an auction in person, and wish to place bids, you may give Sotheby’s Bid Department instructions to bid on your behalf. We will then try to purchase the lot or lots of your choice for the lowest price possible, and never for more than the top amount you indicate. This service is free and confidential. Please note: Sotheby’s offers this service as a convenience to clients who are unable to attend the sale, and although we will make every effort, Sotheby’s will not be responsible for error or failure to execute bids. Absentee bids, when placed by telephone, must be confirmed by letter, or fax. Fax number for bids only: (0171) 495 8255.

Using the Absentee Bid Form

Please use the absentee bid form provided in this catalogue. Be sure to record accurately the lot numbers and descriptions and the top price you are willing to pay for each lot - this should be the amount to which you would bid if you

were attending the sale yourself. “Buy” or unlimited bids will not be accepted. Alternative bids can be placed by using the word “OR” between lot numbers. Bids must be placed in the same order as the lot numbers appear in the catalogue.

Each absentee bid form should contain bids for one sale only; the sale number and code name should appear at the top of the form. Please place your bids as early as possible. In the event of identical bids, the earliest received will take precedence.

Telephone Bids

Bids, when placed by telephone, are accepted only at the caller’s risk, and should be confirmed by letter or fax. Fax number for bids only:(0171) 495 8255.

Successful Bids

Successful bidders will receive an invoice detailing their purchases and giving instructions for payment and clearance of goods. Unsuccessful absentee bidders will be advised.

Postal and Telephone Bidders on Furniture and Large Objects

Bidders on large objects are advised to check on the afternoon of the sale whether they have been successful. Successful buyers of large objects are earnestly requested to arrange early collection of their goods. Please see the Important Notice at the front of the catalogue for details.

Shipping Information

Please complete the form below and we shall arrange for the despatch of all your purchases through one of our nominated shipping agents, at your expense. We would be happy to advise on current export licensing regulations or obtain quotations. Please contact Sotheby’s International Shipping Services for further details.

Please Check Your Bid

SHIPPING INSTRUCTIONS

Please Complete this Section

See notice - Payment and Despatch of purchases for details.
I have/do not have a credit arrangement with Sotheby’s

Account Number:

Insurance in Transit

Please arrange/do not arrange transit insurance. All lots will be insured during transit at the aggregate price unless otherwise specified.

Postal Consignments only

Please do not remove frames (glass will be disgarded).
Please remove frames (glass will be disgarded).

Export Licences

Should any of my purchases require Exxport Licences prior to exportation I hereby authorise you to submit the applica- tion on my behalf, and when granted, despatch the goods via your nominated shipper.

Methods of Despatch

Overseas Buyers *Air Post / Surface Post / Road / Airfreight / Seafreight / Commercial Courier*

U.K. Buyers *Post / Road / Commercial Courier*

Lots to be Packed and Shipped to	
Telephone	Fax
Charges to be Forwarded to	
Telephone	Fax
Credit/Debit Card Name	
Number	
Expiry Date	
I am VAT Registered	Yes/No
My VAT Registration No. is	
Signed	Date

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